

7.15.95

AGREEMENT

BETWEEN

CITY OF LINDEN

And

PUBLIC EMPLOYEES SERVICE UNION LOCAL 702  
(CLERICAL)

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JANUARY 1, 1995 THROUGH DECEMBER 31, 1997

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LAW OFFICES

DORF & DORF, P.C.  
2376 St. Georges Avenue  
Rahway, New Jersey 07065

PREAMBLE

This Agreement is made effective the first day of January 1995, between the City of Linden (hereinafter referred to as "City"), a Municipal Corporation, situated in the County of Union, and State of New Jersey, and Public Employees Service Union Local 702 (hereinafter referred to as the "Union"), represents the complete and final understanding of all bargainable issues between the City and the Union.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The City shall retain and reserve, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by deploying personnel, methods and means of the most efficient and appropriate manner, and from time to time, to be determined by the City, to subcontract work performed by employees covered by this Agreement.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be solely in charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Union and to require compliance by the employees.

### ARTICLE III

#### NON-DISCRIMINATION

A. The City and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered by this Agreement who are not members of the Union.

### Step One

An aggrieved employee or employees of the City shall institute action in writing under the provisions hereof within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to file a grievance within ten (10) calendar days shall constitute an abandonment of the grievance. The supervisor shall render a decision within ten (10) calendar days after the receipt of the grievance, or at such other time as is mutually agreed.

### Step Two

If the grievance is not settled at Step One, the grievant may make a request for a second step meeting within ten (10) calendar days after the answer at the Step One, to the Department Head. Failure to act within ten (10) calendar days shall constitute an abandonment of the grievance. The Department Head or designee, shall convene a meeting within ten (10) calendar days from the date of the request, or for such other time as is mutually agreed. The second step meeting shall be between the Department Head and the Union representative, if requested by the grievant. The Department Head's answer to the second step shall be delivered to the Union within ten (10) calendar days after the meeting, or at such other time as is mutually agreed.

ARTICLE V

WAGES

A. Employees covered by this Agreement will receive the following wage increases.

1.	1995	3.5%
2.	1996	3.5%
3.	1997	3.5%

B. The aforementioned wage increases shall not exceed the maximum set forth in Appendix A.

## ARTICLE VII

### HOLIDAYS AND PERSONAL DAYS

#### A. Holidays

1. The following holidays will be recognized:

New Year's Day  
Martin Luther King Day (3rd Monday in January)  
Lincoln's Birthday  
Presidential Birthday (3rd Monday in February)  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election  
Veterans Day  
Thanksgiving Day  
\*Day after Thanksgiving  
Christmas Day

(\*Employees who work this skeleton day will have the following Monday as the holiday.)

2. December 24 and December 31 - When both these dates occur on a weekday, it will constitute a one-half (1/2) day of work for employees and City Hall will remain open until 1:00 p.m.

3. December 25 and January 1 - When both these dates occur on a Saturday, City Hall will be closed on the preceding Friday, that is on Christmas Eve day and New Year's Eve day.

4. If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the following Monday. The Monday Holiday Law will be observed for all holidays so designated.

5. Employees shall not be entitled to holiday pay unless they work the regularly scheduled day of work immediately preceding and immediately following the holiday, except if such

## ARTICLE VIII

### VACATION

A. Permanent full-time salaried employees will receive vacation with pay.

<u>Continuous Service</u>	<u>Vacation</u>
First Year	One working day per month up to December 31
Two-Five Years	Twelve working days
Six-Ten Years	Fifteen working days
Eleven-Twenty Years	Twenty working days
Twenty-One Years and Over	Twenty-five working days

B. All vacations schedules must be submitted by department heads for themselves and the employees to the Personnel Committee no later than March 1.

C. All vacations shall be taken during the current year and vacation time shall not be permitted to be accrued. Vacation time will be granted at the discretion of the Department Head. Any unused vacation may be carried into the succeeding year only upon a written request prior to year end, and with the approval of the Department Head and Personnel Committee.

D. Any employee retiring during any year shall be entitled to pro-rated vacation benefits for the retirement year. The vacation benefit shall be utilized in the retirement year and no cash payment will be made.



## ARTICLE IX

### SICK LEAVE

A. Sick leave is hereby defined to mean absence of an employee through sickness or injury through a degree that makes it impossible for the employee to perform the duties of the position, or who is quarantined by a physician because said employee has been exposed to a contagious disease. Permanent part-time employees shall be eligible for sick benefits on a pro-rata basis in accordance with their respective period of employment. Part-time employees and full-time seasonal employees are not eligible for sick leave.

B. Employees in their first calendar year of employment shall be entitled to one (1) day of sick leave for each month of service. All employees with more than one (1) calendar year of service shall be eligible for fifteen (15) sick days per year to be earned and accumulated at the rate of one and one-fourth (1-1/4) days per month.

C. Accumulated sick leave shall be used by an employee for personal illness, quarantine restrictions, pregnancy or disabling injuries and may be used for attendance upon a member of the immediate family at the discretion of the Department Head and concurrence of Council. Request to be made in writing. For the purpose of this paragraph, "immediate family" means a spouse, child, parent or unmarried brother or sister or any other relative living under the same roof.

H. Sell back sick leave - Any employee after accumulating thirty (30) days earned sick leave, may at his/her discretion sell back sick leave days during the period of January 1st through January 15th of the succeeding year at their prevailing salary according to the following schedule:

<u>SICK DAYS TAKEN</u>	<u>BANK</u>	<u>CASH</u>
0	10 days	5 days
1	10 days	4 days
2	10 days	3 days

## ARTICLE XI

### HEALTH INSURANCE

A. All bargaining unit employees covered by this Agreement and their eligible dependents shall be entitled to full coverage of Blue Cross-Blue Shield Hospitalization Plan, including Rider "J", and Major Medical, under the State Plan, the premiums of which paid for by the City. Additionally, upon retirement, all employees and their eligible dependents shall be entitled to all health benefits as provided through Chapter 88 Public Laws of the State of New Jersey--1974, as it exists and may be amended.

B. The City shall provide all employees and their eligible dependents with dental care plan, vision care plan and prescription drug plans. Prescription co-payment shall be \$2.00 for generic drugs and \$5.00 for name brand drugs. The entire cost of premiums to these benefit plans will be paid by the City.

C. The City shall provide each employee with an individual life insurance policy payable upon death in a face amount of not less than \$15,000.00 and shall further pay the premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.

D. The City reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided.

## ARTICLE XIII

### LEAVE OF ABSENCE

#### A. Unpaid Leave

1. Leave of absence shall not be granted unless written request is made to the City Council explaining the circumstances for the request, and shall not be granted unless the special circumstances warrant such action. Any employee absent for five (5) consecutive days without notice and approval by his superior, or who fails to report for duty within five (5) business days after the expiration of any approved leave shall be held to have resigned.

2. If an employee leaves the employ of the City for personal reasons and is subsequently re-employed, the employee, upon completion of ninety (90) days of employment will be granted full seniority rights towards vacation and shall be credited with the total accrued sick leave at the termination of his/her previous employment.

#### B. Maternity Leave

1. All permanent full-time and permanent part-time employees are entitled to maternity leave, which may be granted for a period of up to six months, provided that the request for such leave is made to the Department Head.

2. A pregnant employee may continue working as long as she is able to perform the duties of her position. The Department Head may require the employee to have a written statement from her physician in cases of concern for her safety.

without loss of privileges or seniority provided he reports for duty with the City within sixty (60) days following his honorable discharge or separation from military service, and provided he has notified the City of his intent to report for duty thirty (30) days prior to his discharge from military service.

ARTICLE XV

ACCUMULATED SICK LEAVE ON DEATH OR RETIREMENT

Payment for accrued sick leave will be made only upon retirement or death. Employees will be granted one (1) day of base pay for every three (3) days accumulated sick leave upon retirement, or to the beneficiary, upon death, not to exceed a maximum of Eleven Thousand dollars (\$11,000.00).

C. Challenging Assessment Procedure

1. The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the City pending final resolution of the challenge.

D. Deduction of Fee

No fee shall be deducted for any employee sooner than:

- a. Thirtieth (30th) day following the notice of the amount of the fair share fee;
- b. Satisfactory completion of a probationary period;
- c. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from reemployment lists.

E. Payment of Fee

The City shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this Agreement.

F. Union Responsibility

The Union assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

2. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards as furnished by the Union to the City or in reliance upon the official notification on the letterhead of the Union signed by the President of the Union advising of such changed deduction.



D. In the event of a strike, slowdown, work stoppage or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the City to take any disciplinary action up to and including termination of the employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach by the Union or its members.

## ARTICLE XIX

### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative; however, all other provisions shall not be affected and shall remain in full force and effect.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1995 and shall remain in effect to and including December 31, 1997, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice, in writing, no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Linden on this 9<sup>th</sup> day of August 1995.

PUBLIC EMPLOYEES SERVICE  
UNION LOCAL 702

Gregory Freney  
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CITY OF LINDEN

John T. Gregorio  
Mayor John T. Gregorio

ATTEST:

Val Imbriaco  
Val Imbriaco, City Clerk